

#494

Agreement

between

**Little Ferry Board of Education
Little Ferry, New Jersey**

&

**Local 866
International Brotherhood of Teamsters**

July 1, 1989 - June 30, 1992

AGREEMENT: Little Ferry Board of Education / Teamsters Local 866
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PREAMBLE

THIS AGREEMENT made the 12th day of April, 1989 between the LITTLE FERRY BOARD OF EDUCATION, hereinafter referred to as the "Board", and LOCAL 866 I.B.T., hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, the parties through good faith negotiations have reached agreement in all such matters and desire to execute this contract covering such agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

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ARTICLE I

RECOGNITION

The Board of Education of Little Ferry, New Jersey recognizes Local 866, I.B.T. as the sole and exclusive bargaining agent for all employees covered by the Agreement in all matters pertaining to rates of pay, wages, hours of work, benefits and other terms and conditions of employment.

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ARTICLE II

SCOPE OF BARGAINING UNIT

The Agreement includes all personnel employed as Lead Custodian, Senior Custodian and Custodian. Excluded are: Professional, Office, Teacher, Administrative, Executive, Supervisory and other Professional Employees.

ARTICLE III

NON BARGAINING PERSONNEL

Supervisors and other non-bargainable unit personnel shall not be permitted to perform work normally performed by employees covered by this Agreement, except as provided for herein:

1. To replace an employee who is not qualified to continue the assignment.
2. The Board may, at its discretion, hire temporary or part-time help. These employees may be used to fill vacancies in custodian classifications providing members of the bargaining unit are given preference to work.
3. Temporary transfers to fill the need of a licensed fireman will be restricted to the custodial classifications.
4. The Board may, at its discretion, hire a Working Supervisor.
5. In cases of emergency or urgent need where qualified or regular employees are not available for work or cannot perform the work. (This provision shall not be used to deprive employee(s) the opportunity to earn wages.)

ARTICLE IV

CONTRACTING OUT

The Board and the Union recognize that a substantive decision to contract out (subcontract) is a non-negotiable managerial prerogative. The Board does agree, however, to discuss such a decision to contract out (subcontract) with the Union when such would result in layoffs or job displacements but only if such a determination by the Board is based solely on fiscal considerations.

ARTICLE V

UNION RIGHTS SECURITY

A. The Union shall furnish the Board with a complete list of all employees who are members in good standing of the Union as of the date of this Agreement. Any such written authorization may be withdrawn by such person holding employment at any time by the filing of notice with the Board of Education Secretary. Such filing shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed. Absent any notice a member shall continue in good standing.

B. Dues Check-Off

1. The Board agrees that it will, on each semimonthly payroll in each month, deduct the Union dues from the pay of each employee and transmit the same with a list of such employees to the Secretary-Treasurer of Local 866, I.B.T within ten (10) days after the dues are deducted for the month.
2. The Union agrees to furnish written authorization in accordance with the law, from each employee authorizing these deductions. An agency fee of no more than 85% of dues may be deducted from those employees whose probationary period has expired, but have not chosen to become members of the Union.
3. The Union will furnish to the Board a written statement of the dues and agency fees to be deducted.
4. The Union agrees to indemnify and hold the Board harmless from and against any and all claims arising under this provision.
5. The dues deduction authorization shall be submitted in the following form:

DUES DEDUCTION AUTHORIZATION

I, the undersigned, an employee of the Board of Education, do hereby authorize my employer, effective immediately, to deduct from my wages each month the sum of twenty-two dollars (\$22.00) as Union dues (and also any and all initiation fees), and to

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transmit same forthwith to the Secretary-Treasurer of my Local Union 866, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 743 Main Avenue, Passaic, New Jersey 07055.

The Board agrees that in accordance with state statute, 85% of present dues structure will be deducted from non union employees covered under this contract and transmitted to Local Union 866 with other dues deductions.

This authorization is to take effect immediately, and to continue as irrevocable for a period of one (1) year thereafter, or during the lifetime of the current contract, whichever is shorter, after which it shall continue in full force and effect until written notification by the undersigned is given to the employer as to its cancellation.

Date: --/--/--

Signature of Employee

C. Shop Stewards

1. The Board recognizes the right of the Union to designate one (1) shop steward and one (1) alternate.
2. The authority of shop steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following:
 - (a) The investigation and presentation of grievances.
 - (b) The collection of monies when authorized by appropriate Union action.
 - (c) The transmission of such messages and information which shall originate with and are authorized by the local union or its officers.
3. Shop stewards and alternates shall be permitted to investigate, present and process grievances and attend negotiations without loss of time or pay. Such time spent in handling grievances shall be considered working hours during working hours in computing daily and/or weekly overtime. The Union will cooperate to keep lost time to a minimum.
4. A shop steward or alternate shall not leave his work assignment without permission from the building principal.
5. The Board will be advised in writing of the names of the shop stewards and alternates who have been authorized to act on behalf of the Union.

D. Visitation Rights

1. A representative of the Union shall have access, after an arrangement has been made with the Superintendent of Schools, during working hours to all facilities, building, grounds and other places in which employees covered by this Agreement work for the purpose of adjusting grievances, negotiating the settlement of disputes, investigating working

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conditions and generally for the purpose of carrying into effect the provisions and aims of this Agreement.

2. Visitors will be limited to accredited representatives of the Local Union.
3. Visitors will make known their presence to the Building Principal prior to carrying on the purpose of the visit.

E. Bulletin Board

The Board agrees to provide a suitable Union bulletin board in each boiler room for the posting of official notices relating to Union meetings and other Union affairs. It is also understood this bulletin board shall be out of the view of the student body.

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ARTICLE VI

PROBATION PERIOD

The first ninety (90) days of employment shall be a probationary period and the Board shall have the right to discharge a probationary employee without recourse to either grievance or arbitration procedure. Completion of probationary period does not in any way constitute the Board's granting of tenure. The discharge of an employee who has completed his/her probationary period shall be subject to the grievance and arbitration procedure.

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ARTICLE VII

NON-DISCRIMINATION

The Board and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, political affiliation, age, activity or non-activity in the Union, or membership or non-membership in the Union.

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ARTICLE VIII

SEPARABILITY

- A. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulation or decree, this entire Agreement shall not thereby be invalidated, but the effect thereof shall be limited to the provisions thus affected.
- B. It is further provided that nothing herein shall be construed to deny to any individual employee his/her rights under State or Federal laws.

ARTICLE IX

UNION-BOARD NOTIFICATIONS

A. Board to the Union

1. The Board will notify the Union in writing of all promotions, demotions, suspensions, discharges and letters of reprimand.
2. The Board will notify the Union in writing prior to a layoff. The Union will be notified verbally of an intended discharge.
3. The Board will provide the Union with an updated list of covered employees showing name, address, classification, rate of pay, date of hire, date of entry in classification and social security number.
4. The Board will notify the Union verbally of the additions and deletions as they occur.

B. Union to the Board

All official notifications to the employer shall be in writing by either the President or Secretary-Treasurer of Teamsters Local Union 866.

ARTICLE X

SENIORITY

- A. Seniority is defined as total seniority starting from the date of hire by the Board.
- B. Seniority shall be the basis for determining longevity, vacation entitlement, pay increments, and any other matter where preference may be established except as may otherwise be provided for in this Agreement.
- C. Seniority shall mean the totals of all periods of employment with the employer within classifications covered by this Agreement.
- D. An employee shall automatically lose seniority rights in the events of:
 - 1. Voluntary resignation.
 - 2. Discharge for just cause.
 - 3. Failure of the employee to return from layoff within a prescribed time limit, after appropriate notice of recall.
 - 4. Failure to report to work for three (3) or more consecutive days without notification to the Superintendent or his/her designated representatives.

ARTICLE XI

PROMOTION

The employer agrees to fill all job vacancies from within the bargaining unit before hiring new employees. The employer shall post all vacancies. The employer shall post a notice stating the name of the job classification, location of the assignment and the requirements. In addition, the notice shall invite bids from the employees. This notice shall remain posted on all bulletin boards for ten (10) working days. Employees have the right to bid laterally. Lateral transfers shall be awarded to the most senior qualified employee who bids for the job. Promotions shall be based on an employee's qualifications with seniority being considered as a factor.

ARTICLE XII

SICK LEAVE

- A. Employees with one (1) or more years employment shall be entitled to thirteen (13) sick days at the beginning of each contract year without loss of pay. Employees with less than one (1) year's employment shall be entitled to one (1) sick day for each month of employment. Unused sick leave days shall be accumulated from year to year.
- B. Employees requiring sick leave in excess of that provided for above shall be granted a leave without pay for at least one (1) year.
- C. Employees on sick leave will continue to accrue seniority.
- D. Sick leave pay shall not be used by the Board to compensate any employee injured on the job.
- E. An employee may use one (1) day of sick leave per year to attend to the needs of someone ill in his/ her immediate family. The immediate family shall be limited to spouse, child, parent or sibling who lives with the employee.

ARTICLE XIII

LEAVES OTHER THAN SICK LEAVES

A. Leaves of Absence

1. Any recognized official of the Union will be granted a leave of absence without pay for the purpose of attending to Union business outside the premises of the Board. However, a written notice must be submitted to the Building Principal seventy-two (72) hours in advance.
2. Personal Days
 - (a) Each custodian shall be entitled to three (3) personal days during the school year.
 - (b) An employee must give at least five (5) days notice prior to the taking of each personal day to the Superintendent of Schools of the Borough of Little Ferry.
 - (c) Employees shall not be required to stipulate any reason for requested use of personal days. The request shall be granted providing operations permit, subject to administrative approval. The administration shall not act arbitrarily in reviewing such request.
 - (d) In the event the employee shall have one or more personal day(s) unused at the end of the school year, then one day may accumulate to the next school year, making a total of four (4) personal days available to the employee in the ensuing year.
 - (e) Personal days taken without five (5) days notice or personal days that have the effect of extending a weekend, a holiday, or a vacation may not be taken without stating the reason for the days and securing the permission of the appropriate administrator. Such reason must set forth personal business that cannot be accomplished except during working hours.
3. Emergency leave may be granted where advance notification is not possible; such leave to be approved by the Administration.

B. Jury Duty

An employee called for jury duty will be excused from work for the period actually in attendance in court and he/she will be paid the difference between jury duty fees received and his/her regular daily earnings for such time as he/she is required to be in attendance in court. An employee shall not be required to report back for work on any day he/she is in attendance at court for jury duty service, regardless of the employee's shift.

C. Funeral Leave

In the event of a death in an employee's immediate family, namely, husband, wife, child, brother, sister, parent, and grandchildren, employee shall be paid for time lost within four (4) calendar days with the beginning of the first day of absence. Leave beyond the four (4) day period may be allowed on half (1/2) pay at the discretion of the Board. Four (4) days off with full pay shall be allowed in the event of the death of parent-in-law. Two (2) days off with full pay shall be allowed in the event of the death of either grandparents, sister-in-law, brother-in-law, aunts and uncles. Any absences under this section must include the day of death or the day of the funeral.

D. Military Leave

An employee enlisting or entering the Military or Naval service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and Amendments thereof, shall be granted all rights and privileges by the Act.

ARTICLE XIV

HEALTH CARE

A. Hospitalization and Health Benefits

Each custodian and his/her eligible dependents shall be entitled to Hospital-Surgical Plan plus Rider J and Major Medical Plan, the cost to be assumed by the Board.

B. Dental Plan

Each custodian and eligible dependents shall be entitled to New Jersey Dental Service Insurance Plan. The Board will assume the cost of this plan for each employee and for his/her eligible dependents.

C. Optical Plan

Each custodian will be allowed the cost of an eye examination and glasses (safety type only) within the three (3) year period of this contract, not to exceed two hundred twenty-five (\$225.00) dollars. The examination and glasses are necessary for proper working conditions and equipment only. Therefore they are not available for extension beyond termination under COBRA or any other applicable law or regulation.

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ARTICLE XV

PENSION AND ANNUITY FUNDS

The Board agrees to make available to all employees covered by this Agreement all the benefits provided for in the Teachers Pension and Annuity Fund or the Public Employees Retirement System, whichever is applicable.

ARTICLE XVI

DISCHARGE AND DISCIPLINE

- A. The Board shall not discharge or discipline or suspend any employee who has completed his/her probationary period without just cause.
- B. Before any employee is discharged, there shall be a conference held between the Union and the Board or its representative whenever it is practicable to do so. The period of time within which this conference shall be held will not exceed thirty (30) calendar days.

ARTICLE XVII

GRIEVANCE AND ARBITRATION PROCEDURE

A. Policy

To promote to the highest possible degree harmonious employer-employee relations, it is necessary that procedures to resolve grievances be established.

B. Definition

1. A grievance shall mean a complaint by an employee(s) that there has been to him (them) a violation, misinterpretation or inequitable application of any of the provisions of the Agreement governing or affecting employees. However, the term "grievance" shall not apply to:

- (a) A method of review described by law;
- (b) Any rule or regulation of the State Commissioner of Education if not consistent with the terms of this Agreement;
- (c) Any matter which according to law is either beyond the scope of the Board authority or limited to unilateral action of the Board alone.

2. The "Custodians" Organization recognized by the Board as the official and exclusive representative for the full time custodians of this school district shall in all instances be Teamsters Local Union 866.

C. Procedure

A grievance to be considered under this procedure must be initiated by the employee(s) within ten (10) days of its occurrence. If such grievance is not submitted within the allotted time, it shall be considered waived.

1. Any individual member or group of individuals of the custodial staff shall have the right to present a grievance (as defined in definitions) to be processed as per following agreement:

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2. In representing his/her (their) grievances, the member(s) of the staff shall be assured freedom from prejudicial action in presenting his/her (their) appeal.
3. The member(s) shall have the right subject to the following procedure to present his/her (their) appeal or to designate the shop steward and/or the Union representative to appear with him (them) or for him (them) at any step.

STEP ONE. Any custodial employee(s) who has (have) a grievance shall discuss it first with his/her (their) Principal in an attempt to resolve the matter at that level.

STEP TWO. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved employee(s) within ten (10) school days, he/she (they) shall set forth his/her (their) complaint in writing through Teamsters Local Union 866 for reviewing the grievance. The grievance shall be prepared in the following form:

- (a) The nature of the grievance.
- (b) The nature and extent of the injury or inconvenience.
- (c) The results of previous discussions.
- (d) His/her (their) dissatisfaction with decisions previously rendered.

STEP THREE. The Union will, upon reviewing the situation, submit their recommendations in writing in three (3) days to the aggrieved employee(s) and the Principal. If the Union finds that a valid grievance does not exist, no further actions will be taken. Should, however, the committee decide that the grievance, as submitted, warrants further consideration, the Principal will be requested to implement the Union recommendation.

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STEP FOUR. If, the employee(s) is (are) not satisfied with the Principal's decision, he/she (they) may appeal to the Superintendent of Schools. The appeal to the Superintendent of Schools must be made in writing reciting the matter submitted to the Principal as specified above and his/her (their) dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision in writing to the employee(s) and the Principal.

STEP FIVE. If the grievance is not resolved to the satisfaction of the employee(s), he/she (they) may request a review by the Board of Education. The request shall be submitted within five (5) school days, in writing, through the Superintendent of Schools who shall attach all related papers and forward to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee(s) and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of their date of the hearing with the employee(s), whichever comes later.

STEP SIX. If, after Step Five, the aggrieved employee(s) is (are) not satisfied with the disposition of his (their) grievance, he (they) may, within five (5) school days, request in writing, that the Union submit the grievance to the Public Employees Relations Commission (hereinafter PERC) for the designation of an arbitrator.

Both parties agree to abide by the recommendations of the arbitrator designated by PERC in order to reach an agreeable solution.

D. No reprisals

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No reprisals of any kind shall be taken by the Board, or any member of the Administration against any party in interest, any building representative, any member of the Union, or any other participant in the grievance procedure by reason of such participation.

E. Records

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

F. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

G. Time limits may be extended by mutual consent.

H. Employee(s) shall have the option to use the grievance procedure or the Commissioner of Education, but not both options, if aggrieved or discharged.

ARTICLE XVIII

HOURS OF WORK

- A. The work week shall consist of eight (8) continuous hours per day for five (5) consecutive days, Monday through Friday.
- B. The work schedule shall provide an unpaid one (1) hour lunch period.
- C. The normal hours of work shall be those shown in section D below. However, employees with order of their seniority may be required to have their hours temporarily changed from one shift to another shift on the schedule when manpower load requires. Such changes shall not be for a period of less than one (1) week.
- D. The hours of work for all custodians shall be established by the Board. The hours of each custodian shall be according to the shift to which each custodian is assigned, which are as follows:
 - 1. 7:30 A.M. to 4:30 P.M.
 - 2. 9:00 A.M. to 6:00 P.M. (May 1st to October 1st)
 - 3. 11:00 A.M. to 8:00 P.M.
 - 4. 12 Noon to 9:00 P.M.
 - 5. 3:30 P.M. to 12:30 A.M.

Shifts are subject to change pursuant to section E of this Article and selection of shift shall be made by seniority, which applies to selection of shift hours only and not to building preference, which shall be determined by the Board.

- E. In the event circumstances justify establishment of new hours of work, the Board shall notify the Union at least two (2) weeks prior to their implementation. During the two weeks notification period the parties shall meet promptly to discuss any terms and conditions which may apply. The Union reserves the right to recommend modifications.

ARTICLE XIX

COMPENSATION

A. Rates of Pay

1. Custodians will be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance with the table of job classifications and the custodian salary guide set forth in Article XXVI of this Agreement.
2. Any position not covered by the custodian salary guide or any position which may be established during the life of this Agreement shall be subject to negotiations on rates of pay between the Board and the Union.
3. The Board agrees to pay salaries semimonthly. Wages for overtime hours worked will be included in the pay covering wages for the subsequent work period.

B. Premium Pay

1. All work performed in excess of eight (8) hours in a calendar day shall be paid for at one and one half (1-1/2) times the regular rate of pay.
2. All work performed on Saturday shall be paid for at one and one half (1-1/2) times the regular rate of pay and for Sunday, double time shall be paid.
3. Work performed on an observed holiday shall be paid for at one and one half (1-1/2) times the regular rate of pay in addition to the holiday pay.
4. A wage differential of sixty (60) cents per hour after 3:30 P.M. covering the shifts other than the first shift, and shall apply upon implementation of the hours of work in Article XVIII hereof.
5. Vacancy of the 7:30 A.M. to 4:30 P.M. shift may be filled by a second, third or fourth shift man. The person called in shall not lose his/her normal pay and in addition shall receive a \$2.00 call in benefit for the day.

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6. Employee shall not be given compensatory time off in lieu of premium pay.

C. Special Licenses

The Board shall pay the State fee for the grant or renewal of any special licenses which the employee is required by State law to have in the performance of the duties/responsibilities covered by his/her job classification.

D. Holidays

1. All employees shall receive the following holidays with pay:

New Year's Day	Veteran's Day
Lincoln's Birthday*	Thanksgiving Day
Washington's Birthday	Good Friday
Day After Thanksgiving	Christmas Eve Day
Memorial Day	Christmas Day
July Fourth	New Year's Eve Day
Presidential Election Day	Labor Day
Floating Holiday*	Columbus Day

* If school is in session, this becomes a Floating Day to be selected within thirty (30) days after adoption of the school year calendar and subject to approval of the Board or its representatives.

2. Holidays which fall on Saturday shall be observed the preceding Friday, providing school is not in session.

3. Holidays which fall on Sunday shall be observed the following Monday, providing school is not in session.

4. In the event a holiday(s) cannot be taken because school is in session, an equal number of substitute holidays shall be granted at the Board's discretion.

E. Vacations

The vacation schedule based upon length of employment is as follows:

6 months - 5 years employment 2 Calendar Weeks

5 years - 10 years employment 3 Calendar Weeks

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10 years and over

4 Calendar Weeks

1. Vacation may be taken during periods school is in session provided:
 - (a) The job of the employee on vacation is covered by the remaining employees;
 - (b) The Board approves such request for vacation.
 - (c) Employees shall be granted vacation during the summer school recess period.
 - (d) The Board will consider granting single days for one (1) week vacations to employees during the school year when school is not in session. Such vacation is subject to Board approval.
 - (e) No vacation may be taken for the two week period before school opens, except that if vacations are allowed by the Board during this period, then one custodian will be allowed a comparable amount of vacation during this period as well, subject to the forgoing conditions (a) - (d) above.
2. In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation pay.
3. Vacation shall be selected and scheduled by April 15th of each year.
4. Senior employees shall be given preference in selection of vacation periods.
5. The Board will make every reasonable effort to grant vacation pay on the pay day prior to the start of the employee's vacation period upon request of the individual employee, providing sufficient advance notice is given.

F. Uniforms

1. Employees must wear uniforms while on duty. All employees shall be assigned a vendor account up to the value of three (3) sets of uniforms per year. A set consists of a pair of trousers and a shirt. Uniform allotments will be made available in the month of July of each contract year and will be allowed for each returned set of trousers and shirt.
2. Each custodian shall be provided with a winter work jacket at no cost to the employee, which shall remain on the premises.
3. Each custodian shall be allowed the cost of safety shoes not to exceed sixty (\$60) dollars per school year.
4. The Board will establish a voucher system for uniforms and shoes. At a Board designated vendor, employees will be permitted to charge up to the current contract value of uniform and shoes, per school year, as provided in the present contract.

ARTICLE XX

LAYOFFS AND RECALL

The Board may reduce the working force by layoff. In such event, the following procedure shall be adopted.

1. The employee with the least amount of seniority will be the first laid off, providing the remaining employees are qualified to do the work.
2. Notice of such layoffs shall be given at least forty-five (45) days before the scheduled layoff.
3. Any employee laid off shall be placed on the recall list for life, providing such employee is willing, able and physically able of performing the work.
4. The Board, upon rehiring, shall do so in the inverse order of seniority. The Board shall rehire the last employee laid off providing, however, that such employee has the qualifications for the position for which he/she is rehired. Under no circumstances shall the Board hire from the open market while employees on the recall list qualified to perform the duties of the vacant position are ready, willing and able to be re-employed.
5. Any notices of re-employment to an employee who has been laid off shall be made by certified mail, return receipt requested, to the last known address of such employee.

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ARTICLE XXI

SAFETY

- A. Employees will not be required to work under unsafe or hazardous conditions. The Board will supply any safety equipment required to perform the job. The employee(s) shall report all unsafe and hazardous conditions to the administration.
- B. Furthermore, a joint Union/Management safety inspection of the premises will be undertaken at the beginning of the contract year.

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ARTICLE XXII

PICKET LINES

It shall not be violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor strike, or refuses to go through or work behind any primary picket line, including the primary picket lines of Unions part to this Agreement and including primary picket lines at the Board's place of business.

ARTICLE XXIII

MAINTENANCE OF STANDARDS

Protection of Conditions - The Board agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Board or Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. This provision does not give the Board the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

ARTICLE XXIV

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXV

MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and Laws of the State of New Jersey and of the Constitution and Laws of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, to their dismissal or demotion and to promote and transfer all such employees.
The exercise of the foregoing power, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under any National, State, County, District or local law or regulations as they pertain to education.

ARTICLE XXVI

CUSTODIANS SALARY

A. The salary of all custodians with less than one (1) year of service shall be fixed by the Board.

B. Senior Custodians

The Board agrees to maintain at least three (3) Senior Custodian positions from July 1, 1989 through June 30, 1992.

The Board of Education will maintain job descriptions for Custodian and Senior Custodian. Senior Custodian positions will be filled under the terms of Article XI Promotions (above).

C. Salary Schedule

Those below Step 5 will move from one year's guide to the next as described above and move up a step (such as from Step 1 to Step 2), except in the case of unsatisfactory performance.

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<u>Senior Custodian</u>			
Step	1989-1990	1990-1991	1991-1992
1	20300	21800	23300
2	21510	23010	24510
3	22730	24230	25730
4	23940	25440	26940
5	25172	26672	28172

=====

<u>Custodian</u>			
Step	1989-1990	1990-1991	1991-1992
1	16140	17640	19140
2	17108	18608	20108
3	18084	19584	21084
4	19052	20552	22052
5	20038	21538	23038

=====

AGREEMENT: Little Ferry Board of Education / Teamsters Local 866
=====

Lead Custodian shall be paid according to the Senior Custodian Guide above plus \$1000 per year.

D. Longevity Pay

In consideration of long-term service, the Board will grant the following:

An additional five hundred dollars (\$500) for custodians after five (5) years.

An additional seven hundred fifty dollars (\$750) for custodians after ten (10) years.

An additional one thousand dollars (\$1000) for custodians after fifteen (15) years.

An additional one thousand two hundred fifty (\$1250) for custodians after twenty (20) years.

These computations shall be based and payable as of the anniversary dates of the employee(s) involved.

E. Severance Pay

Personnel covered under this contract resigning for the purposes of retirement under PERS or TPAF, providing such retirement letter is received by the Board of Education no later than April 1, 1992 and such retirement commences no later than June 30, 1992, will be paid by the Board for any accumulated unused sick leave at the time of retirement as follows:

1. For those with fifty (50) or fewer days of accumulated unused sick leave, the Board will pay \$25 for each day.
2. For those with 51 or more days of accumulated unused sick leave, the Board will pay \$30 for each such day up to a maximum payment of \$3000 for 100 days.

For retirement noticed to the Board after April 1, 1992 or commencing after June 30, 1992, unused sick leave will be paid as follows:

1. For those with fifty (50) or fewer days of accumulated unused sick leave, the Board will pay \$15 for each day.
2. For those with 51 or more days of accumulated unused sick leave, the Board will pay \$20 for each such day up to a maximum payment of \$2000 for 100 days.

AGREEMENT: Little Ferry Board of Education / Teamsters Local 866

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 1989 and shall continue in full force through and including June 30, 1992; and thereafter for one (1) year periods as respect the Board or the Union, unless notice is given in writing by the Board or the Union not later than sixty (60) days prior to any such termination date.

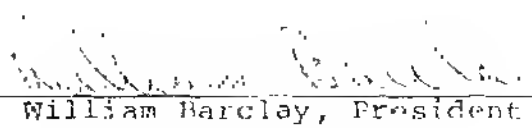
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

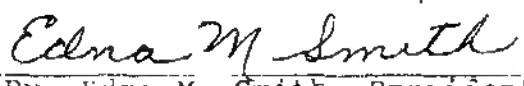
TEAMSTERS UNION 866
Affiliated with the

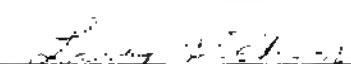
BOARD OF EDUCATION
BOROUGH OF LITTLE FERRY,

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WARE-
HOUSEMEN & HELPERS OF AMERICA.

NEW JERSEY


By William Barclay, President


By Edna M. Smith, President


By Larry Dickson, Steward

By Joan Rizzo, Secretary

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